

period. An employee who receives temporary living expenses but does not successfully complete the 90 day probationary period will not be entitled to reimbursement beyond 45 calendar days.

An employee who elects to return to his/her former position after the first 45 calendar days will immediately reimburse the Company for all expenses in excess of 45 calendar days. Temporary living and relocation expenses may only be claimed by an employee once every two (2) years unless approved in advance by the Company.

Household furnishings will be relocated (cartage expenses) in accordance with the Company's Human Resources procedures.

Employees who are awarded a position within the Substation Department after July 1, 2003, will be required to reside within the Service Area and within a reasonable distance of their new sub-headquarters.

SECTION 9. SUBSTATION GENERAL FOREMAN

1. The Substation General Foreman at any location will be determined by posting an interest list for seven (7) calendar days in Systems headquarters in the affected region. To qualify, the employee must have been an Illinois Power Company Journeyman for at least three (3) years. A twenty-five point system will be utilized to determine the interviewees for the position of Substation General Foreman as follows:

- Substation Department Seniority will account for a maximum of five points.
 - 5 years 1 point
 - 6 - 10 years 2 points
 - 11 - 15 years 3 points
 - 16 - 20 years 4 points
 - 21 years or more 5 points
- Absence (non-FMLA past 12 months) will account for a maximum of five points.
 - 4% or less 1 point
 - 3% or less 2 points
 - 2% or less 3 points
 - 1% or less 4 points
 - 0% 5 points
- Overtime response (past 12 months) will account for a maximum of five points.
 - 10% - 20% 1 point
 - 20.1% - 30% 2 points
 - 30.1% - 40% 3 points
 - 40.1% - 50% 4 points
 - Over 50% 5 points
- Safety (past 3 years) will account for a maximum of five points.
 - 2 Safety Disciplines 1 point
 - 1 Safety Discipline 3 points
 - No Safety Discipline 5 points
- Performance Reviews (past 3 years excluding absence, overtime response, and safety) will account for a maximum of five points.
 - 4 "Needs Improvements" 1 point
 - 3 "Needs Improvements" 2 points
 - 2 "Needs Improvements" 3 points
 - 1 "Needs Improvements" 4 points
 - No "Needs Improvements" 5 points

From those candidates who scored at least eighteen (18) points, the senior eligible employees (maximum five (5) candidates) will be interviewed by a four (4) member committee (two (2) Union, two (2) management).

1. A twenty (20) point system will be utilized for the interview. The interview will be utilized to determine each candidate's leadership, communication, teamwork, interpersonal, organizational, and customer service skills as well as their technical knowledge. Each member of this committee will have equal weight in determining the number of points awarded in this section.
2. The senior eligible candidate, based on Substation Department seniority, with 15 or more points will be awarded the Substation General Foreman position. Eligible candidate(s) in the same region with 15 points or more, but who are not selected, will be eligible for upgrade by seniority.
3. The successful candidate will serve a six (6) month probationary period under the conditions set forth in the Promotions provision of the Labor Agreement. The Substation General Foreman will receive a premium of \$1.05 above the Substation Crew Leader rate of pay for six (6) months from his/her start date. Upon completion of this phase, the employee will be reclassified as a Substation General Foreman.
4. The Substation General Foreman rate of pay will be \$1.05 per hour above the contractual rate of pay for the Substation Crew Leader.
5. The Substation General Foreman will report to and work closely with the Systems Operation Supervisor (SOS). The Substation General Foreman is a working position when needed. The Substation General Foreman may start and finish his/her day at home and may be assigned a Company vehicle for use in the performance of his/her duties.
6. The duties of the Substation General Foreman, who may be responsible for both Illinois Power Company and contractor crews, will include, but not be limited to, daily scheduling of crews, crew make-up, and work assignments; realignment of crews and allocation of resources due to emergencies during regular working hours; contacting employees for prearranged and continuation overtime; ensuring job site readiness and equipment and material availability; fostering a safe, efficient, and productive work environment; maintaining a positive relationship with customers and employees; and assisting crews as needed and/or as time permits. However, the Substation General Foreman will not have the right to hire, fire, or administer discipline.
7. The Substation General Foreman will remain on the Substation overtime list in their sub-headquarters and be eligible for all overtime opportunities. All overtime opportunities will be charged and considered as time worked.
8. Temporary vacancies in this classification, if filled, will be offered by seniority to the remaining eligible candidates within the region from the original list of employees who were interviewed.
9. The Substation General Foreman will work a straight eight (8) hour shift, Monday through Friday, beginning no more than one (1) hour prior to the regular starting time in effect at their headquarters.
10. Meal periods will be two (2) hours after the end of their regular hours and every six (6) hours thereafter. The noon meal will be handled the same as for Emergency Troublemakers under the Systems Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement with Appendix "A", attached hereto and made a part hereof to be executed by its duly authorized representatives on the day and year first above written.

LOCAL UNION NO. 51, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

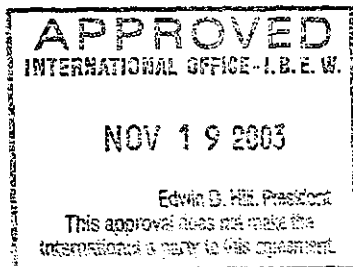
ILLINOIS POWER COMPANY

By *Dominic Rivara*
Dominic F. Rivara
Business Manager

By *[Signature]*
Larry F. Altenbaumer
President

Dated 11-17-03

Dated 11-07-03



*Signed original
in Archives*

APPENDIX A

SHANGHAI GAS STORAGE FIELD ADDENDUM

LOCAL UNION NO. 51

June 21, 1999

The Company and Union agree that it is in their mutual best interests to modify the manner in which work is performed at Gas Storage Fields. This document will serve as the basic set of conditions used to operate and maintain Illinois Power Company's Shanghai Gas Storage Field. The parties to this agreement recognize that the work performed at the Gas Storage Fields is different from the normal work performed by Gas Department employees and as such requires specific training and its own set of working conditions. This addendum shall be added to the Labor Agreement between Illinois Power Company and Local Union No. 51, and supersedes the Two-Man Arbitration Award dated October 8, 1974. Except where modified herein, the Labor Agreement shall prevail.

1. The work location and reporting point will be the Shanghai Storage Field. Seniority rights will be as provided by the Labor Agreement.
2. The standard day shift schedule will be five (5) consecutive days from 8:00 a.m. to 4:15 p.m. with a thirty (30) minute lunch period beginning no earlier than 11:00 a.m. and completed no later than 1:00 p.m. This schedule may be modified upon mutual agreement of the parties.
3. Employees may work a schedule of four days per week with a thirty (30) minute lunch period beginning no earlier than 11:00 a.m. and completed no later than 1:00 p.m., subject to mutual agreement between the Company and Union.
4. When multiple shifts are required for the operation of the fields (injection and withdrawal), they will generally consist of a rotating eight (8) hour schedule, with lunch eaten on the job, designed to have operators available during peak usage hours. The rotation may be adjusted to accommodate an 8, 16, or 24 hour rotation schedule. The actual hours worked may be different from storage field to storage field, but will be established to meet demand. The rotating shifts will be established at the beginning of the work week for a minimum of seven (7) calendar days. Upon determination by the Company to change from standard shifts to rotating shifts, or vice versa, the Company will make every attempt to give at least a one (1) week notice. However, due to sudden shifts in weather and the resultant needs of service, the minimum shift change notification would be three (3) days. Reverting back to standard shifts may occur at any time but employees will continue to receive Shift Differential through the end of the pay week and the employee would continue to work the previously scheduled days so as to complete the forty hour work week. Employees will be paid the applicable overtime rate of pay, where appropriate, if the minimum shift notification is not met.
5. The Company will make the determination of the starting and concluding dates of the withdrawal season based on the needs of service.
6. A joint committee of Management and Union representatives will be formed to develop a training program for Gas Storage Field employees and will oversee training progress.

7. The general duties of the Crew Leader will be to coordinate and direct the day-to-day operation and maintenance of the storage fields, including the storage fields associated with the principle storage field. The Crew Leader will also participate in the planning and scheduling of work activities. It is understood that upgrades to the Crew Leader classification will be for a week or more in duration and/or otherwise as assigned.

8. The following classifications and wage rates will apply to Gas Storage Field personnel upon consummation of this agreement:

Gas Crew Leader	\$22.71
Gas Journeyman	\$21.22

9. The union agrees to cooperate, on a request by request basis, in a pilot program to evaluate the reciprocal utilization of gas storage field employees to assist at other storage field facilities.

10. Employees at the Shanghai Storage Field will receive a one time, \$1500.00 lump sum upon consummation of this agreement.

11. In order that the Company may recognize the accomplishments of its Storage Field employees on a more timely basis, it is agreed that the Company may award bonuses to employees covered by this addendum. Any bonus paid under this provision will be distributed to all Storage Field employees with proration occurring for those who were not employed for the entire period covered. The decision to pay or not to pay a bonus, as well as the amount of any bonus, will be at the sole discretion of the Company.

NOV 19 2003

LABOR AGREEMENT

Between

ILLINOIS POWER COMPANY

and

LOCAL UNION NOS. 309 and 702
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
(Affiliated with American Federation of Labor)

This agreement entered into the 1st day of July, 2003, between ILLINOIS POWER COMPANY, hereinafter referred to as "Utility", and Local Unions 309 and 702, of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (affiliated with American Federation of Labor), hereinafter referred to as the "Brother-hood"; and the parties hereto contract and agree with each other as follows:

ARTICLE I - TERRITORY - UNION RECOGNITION

Section 1.01 (a) This Agreement is to govern all work covered herein done by Utility in the following Service Areas: Hillsboro Service Area, Granite City Service Area, Belleville Service Area, Mt. Vernon Service Area and Sparta Service Area.

(b) For seniority purposes only the term "Service Area" shall be defined as the geographical area currently covered by the headquarters as listed below:

Belleville Service Area - Belleville, Columbia, Trenton

Granite City Service Area - Collinsville, Edwardsville, Granite City, Maryville, Wood River

Hillsboro Service Area - Hillsboro, Gillespie, Litchfield

Mt. Vernon Service Area - Centralia, Eldorado, Mt. Vernon, Nashville, Salem

Sparta Service Area - Sparta, DuQuoin, Chester

Service Area includes Area Headquarters, District Headquarters and outlying LHO towns.

Section 1.02 This Agreement shall not apply to supervisory, sales, clerical and office employees.

Section 1.03 This Agreement will not prevent Utility from employing specialists from manufacturing concerns to do work of special nature on apparatus.

Section 1.04 All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the thirty-first day following the date of their employment, or the effective date of this Agreement, whichever is later.

Section 1.05 Utility further agrees that when additional employees are required it will notify the Brotherhood so that it shall have an opportunity to supply candidates for such employment. Utility

may employ any person qualified in its judgment whether a candidate furnished by the Brotherhood or any other person of its own selection.

Section 1.06 The Utility and the Brotherhood will continue to support their policies prohibiting discrimination or harassment against any employee in terms, tenure or conditions of employment or union membership because of race, color, sex, religion, creed, national origin, marital status, type of military discharge, physical or mental handicap, or age. Wherever in the agreement the term "his" appears in reference to an employee or the use of the word "man" in any title such as Lineman, it shall be deemed to include both male and female.

Section 1.07 It is the intent of the parties hereto that an entity which becomes a legal successor to the Company shall have the duty to bargain with the IBEW locals representing the Company's employees in the units covered herein to the extent consistent with requirements of the National Labor Relations Act. The Company will use best efforts to cause any entity that succeeds by sale, purchase, merger or any other such transaction to any area, divisions or business unit of the Company to agree to assume the Company's obligations under this Agreement.

ARTICLE II - GRIEVANCE PROCEDURE

Section 1. In the event any differences shall arise during the term of this Agreement between the company and any employee or employees, hereunder, or between the Company and the Union, then such shall be settled in the following manner:

Step 1. The matter in dispute shall be presented to the person to whom the employee(s) involved are responsible (or other appropriate Company representative). If not resolved within five (5) days from the date Management is notified of the dispute/difference, the matter in dispute shall be submitted in writing to the Company representative within fifteen (15) calendar days of the date upon which the difference is based first occurred or first becomes known to the employee(s). A meeting shall be held within ten (10) calendar days. The Company representative shall respond in writing within ten (10) calendar days after said meeting. In the event the dispute is not settled within the above time period, then the appropriate Step 2(a) or 2(b) shall be followed. Grievances/disputes that are resolved or withdrawn at Step 1 shall be on a non-precedent setting basis and shall not be cited by either party.

Step 2(a) EXPEDITED GRIEVANCE PROCEDURE:

While the parties believe this procedure will solve the delays currently being encountered in the grievance and arbitration process, it is recognized that modifications may be necessary once this procedure is put into practice. Therefore the parties agree to meet as necessary to collaboratively address any process concerns that may arise. This procedure will automatically expire at the end of the labor agreement that becomes effective July 1, 2003, unless the parties mutually agree otherwise.

Disputes that arise over bypass overtime, upgrades, disciplinary action, five (5) days or less or other agreeable issues shall be processed in the expedited grievance/arbitration procedure. (Agreeable issues are those that the Company (HR Department) and Union Business Manager

or his designee mutually agree to).

The company and the union shall establish a permanent panel of arbitrators. The cost shall be split equally (50%/50%) between the Company and the Union. To accommodate this process the Company and Union shall establish an expedited arbitration panel consisting of four (4) mutually agreeable arbitrators. These arbitrators shall rotate with one present for each quarterly hearing date, if necessary. Each Union will be responsible for one of the quarterly hearing dates each year and will notify the Company at least thirty (30) days in advance of the hearing as to which grievances will be presented. The fees shall be split between the Company and the Union equally (50%/50%) for the cases submitted by each Local and the Company.

There shall be no attorneys, nor post-hearing briefs. Each party shall present an oral position (maximum 15 minutes) and shall be given an opportunity for rebuttal (maximum 15 minutes). Witness testimony for each party shall be limited to one (1) witness for the Company and one (1) for the Union, a maximum of fifteen minutes of witness testimony and fifteen minutes for the cross examination. Time limit extension may be made by mutual agreement. The Arbitrator shall give a decision within ten (10) calendar days and the Arbitrator's decision shall be non-precedential, final and binding. The Arbitrator shall have no right to amend, add to or delete from this agreement.

Step 2(b). The matter in dispute shall be presented in writing to the appropriate Labor Relations Representative within ten (10) calendar days of the time stated for disposition in Step 1. In the event a mutually agreeable meeting date is not selected within fifteen (15) calendar days of the receipt of the letter, it may be moved to the next step by either party. An answer to the grievance shall be given in writing within ten (10) calendar days after the meeting is held at this step. In the event the dispute is not settled at this step within the time period as stated above, then it shall be submitted to an Arbitration Board as provided in Article III, below.

ARTICLE III - ARBITRATION PROCEDURE

ARBITRATION BOARD

Section 3.01. The Four Man Arbitration Board shall consist of two (2) members appointed by the Union and two (2) members appointed by the Company. They shall meet to hear the facts of the dispute within thirty (30) calendar days of the receipt of notification of intent to invoke their services. Should this board be unable to reach a satisfactory resolution of the grievance within fifteen (15) calendar days of their meeting, the party seeking arbitration shall notify the other party within (15) calendar days of the time limits stated above of their intent to seek the services of a neutral arbitrator. The party requesting arbitration shall request a panel of nine (9) arbitrators, who are members of the National Academy of Arbitrators from the Federal Mediation and Conciliation Service (FMCS). The Company and the Union shall then within fifteen (15) calendar days after receipt of the list of arbitrators from FMCS alternately strike one name from such list so that the remaining arbitrator shall be designated as the arbitrator. Only one panel of nine (9) arbitrators shall be requested unless both parties mutually request additional lists.

Section 3.02. The arbitrator shall be advised prior to hearing that a decision must be rendered within

thirty (30) calendar days of receipt of briefs unless both parties agree to an extension. The arbitrator's decision shall be final and binding on all parties. In considering any dispute under this provision, the arbitrator shall have no authority to amend, delete from or add to this agreement.

Section 3.03. The Company and the Union shall bear the expenses of its own Board members, and the expenses and fees of the neutral arbitrator shall be shared equally. The total cost of any stenographic record and all transcripts thereof shall be paid by the party ordering same. Court reporters shall be requested to supply transcripts within ten (10) calendar days of the hearings and the parties shall request a briefing date no longer than thirty (30) calendar days after receipt of the transcript unless they shall mutually agree otherwise.

Section 3.04 In the event any of the foregoing time limits are not observed or extended by mutual agreement in writing, the difference shall be assumed to have been settled and the right to invoke Step 1 or any succeeding step, or arbitration, as the case may be, shall be deemed to have been waived. The parties will expedite discharge cases through the grievance procedure, where mutually agreeable. Unless mutually agreed otherwise, grievances with no significant activity by the Union for sixty (60) calendar days will be considered withdrawn. The Company and Union agree to meet, as needed, to discuss disputes that arise outside of the grievance process. If the Company fails to meet/respond in accordance with the time limits set forth in the labor agreement, as determined between the Business Manager and Company designee, the Company will pay the arbitrator's fees and expenses, if applicable.

ARTICLE IV - MANAGEMENT - UNION COOPERATION

Section 4.01 The parties agree that the public utility operations of Utility, upon which the employees covered in this agreement are to be engaged, are essential to the public welfare and recognize their obligations to furnish continuous public utility service. Accordingly, the parties agree not to perform any act which will result in the interruption of the public utility service to the public.

Section 4.02 Any provision of this Agreement found by either party to be in conflict with State or Federal statutes shall be suspended when such conflict occurs and such provision may immediately thereafter be reopened for amendment to remove such conflict.

Section 4.03 The Utility agrees that it will not contract any work which is ordinarily and customarily done by its regular employees, if as a result thereof, it would become necessary concurrently to lay off or to reduce the rate of pay to any employees on the active payroll who regularly perform such work.

Section 4.04 When not in conflict with the express terms of this agreement, established binding past practices shall continue in effect and may only be changed by mutual agreement of the parties.

ARTICLE V - DEPARTMENTS, CLASSIFICATIONS AND WAGES

Section 5.01

OCC. CODE NO.	CLASSIFICATION	7/1/03 Hourly Rate	7/1/04 Hourly Rate	7/1/05 Hourly Rate
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LINE DEPARTMENT

30310	Electric Systems Coordination Foreman	\$31.81	\$32.89	\$34.00
27820	Electric Crew Leader	\$30.76	\$31.84	\$32.95
09460	Troubleman	\$30.38	\$31.44	\$32.54
04580	Lineman Handling Orders	\$29.43	\$30.46	\$31.53
23130	Electric Emergency Troubleman	\$30.74	\$31.82	\$32.93
04390	Lineman Journeyman	\$28.89	\$29.90	\$30.95
00770	Lineman Apprentice Step 4 (92½%) (1)	\$26.72	\$27.66	\$28.63
00760	Lineman Apprentice Step 3 (87½%) (1)	\$25.28	\$26.16	\$27.08
00750	Lineman Apprentice Step 2 (82½%) (1)	\$23.83	\$24.67	\$25.53
00740	Lineman Apprentice Step 1 (77½%) (1)	\$22.39	\$23.17	\$23.99
03980	Groundman Truck Driver	\$22.10	\$22.87	\$23.67
04340	Forestry Leadman	\$20.65	\$21.37	\$22.12
04350	Forestry Journeyman	\$19.51	\$20.19	\$20.90

CONSTRUCTION

23120	General Foreman - Electric	\$33.31	\$34.44	\$35.61
30320	Electric Crew Leader - Construction	\$32.26	\$33.39	\$34.56
23150	Lineman Journeyman - Construction	\$30.39	\$31.45	\$32.55

(1) A step progression with a 1500 hour work period basis per step applies, per the lineman apprenticeship program agreement of 1988.

NOTE: The Local 309/702 Crew Sizing agreement will be extended for the term of the new contract.

GAS DEPARTMENT (Local 702 only)

MT. VERNON SERVICE AREA

25810	Gas Crew Leader	\$26.84	\$27.78	\$28.75
06890	Gas Regulator Serviceman	\$26.84	\$27.78	\$28.75
23140	Gas Emergency Troubleman	\$26.37	\$27.29	\$28.25
06900	Gas Serviceman *	\$25.07	\$25.95	\$26.86
03550	Gas Fitter *	\$25.07	\$25.95	\$26.86
12560	Gas Apprentice 4th step (95%)	\$23.82	\$24.65	\$25.52
12550	Gas Apprentice 3rd step (92 1/2%)	\$23.19	\$24.00	\$24.85
12540	Gas Apprentice 2nd step (89%)	\$22.31	\$23.10	\$23.91
12530	Gas Apprentice 1st step (86 1/4%)	\$21.62	\$22.38	\$23.17

OCC. CODE NO.	CLASSIFICATION	7/1/03 Hourly Rate	7/1/04 Hourly Rate	7/1/05 Hourly Rate
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SPARTA SERVICE AREA

25810	Gas Crew Leader	\$26.84	\$27.78	\$28.75
23140	Gas Emergency Troubleman	\$26.37	\$27.29	\$28.25
06900	Gas Serviceman *	\$25.07	\$25.95	\$26.86
12560	Gas Apprentice 4th step (95%)	\$23.82	\$24.65	\$25.52
12550	Gas Apprentice 3rd step (92 1/2%)	\$23.19	\$24.00	\$24.85
12540	Gas Apprentice 2nd step (89%)	\$22.31	\$23.10	\$23.91
12530	Gas Apprentice 1st step (86 1/4%)	\$21.62	\$22.38	\$23.17

CONSTRUCTION

23190	General Foreman - Gas	\$29.23	\$30.25	\$31.24
30330	Gas Crew Leader - Construction	\$28.34	\$29.33	\$30.36
23110	Gas Fitter - Construction	\$26.57	\$27.50	\$28.46

* The wage rates for Gas Serviceman and Gas Fitter have been equalized and it is understood the employees in these classifications may be assigned to work the normal duties of either classification when the needs of service require it.

SUBSTATION DEPARTMENT

30340	Substation Crew Leader	\$30.37	\$31.43	\$32.53
07000	* * Carrier Equipment Serviceman (Step Rates)			
	1st year	\$28.81	\$29.82	\$30.86
	2nd year	\$29.18	\$30.20	\$31.26
	3rd year	\$29.56	\$30.59	\$31.66
	4th year	\$30.11	\$31.16	\$32.25
	5th year and thereafter	\$30.37	\$31.43	\$32.53
07020	* * Relay Tester - Serviceman			
	1st year	\$28.81	\$29.82	\$30.86
	2nd year	\$29.18	\$30.20	\$31.26
	3rd year	\$29.56	\$30.59	\$31.66
	4th year	\$30.11	\$31.16	\$32.25
	5th year and thereafter	\$30.37	\$31.43	\$32.53
04430	Substation Electrician Journeyman	\$28.81	\$29.82	\$30.86
07260	Substation Electrician Intermediate*	\$26.68	\$27.61	\$28.58
34030	Substation General Foreman	\$31.42	\$32.52	\$33.58
34040	Substation Electrician Handling Orders	\$29.35	\$30.38	\$31.44
01020	Substation Elec. Apprentice 4th year (92 1/2%)	\$26.65	\$27.58	\$28.55
01010	Substation Elec. Apprentice 3rd year (87 1/2%)	\$25.21	\$26.09	\$27.00
01000	Substation Elec. Apprentice 2nd year (82 1/2%)	\$23.77	\$24.60	\$25.46
00990	Substation Elec. Apprentice 1st year (77 1/2%)	\$22.33	\$23.11	\$23.92

OCC. CODE NO.	CLASSIFICATION	7/1/03 Hourly Rate	7/1/04 Hourly Rate	7/1/05 Hourly Rate
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SUBSTATION DEPARTMENT (continued)

03990	Groundman Truck Driver - Low Boy	\$22.85	\$23.65	\$24.48
12410	Substation Electronics Technician 1st year	\$29.33	\$30.89	\$31.95
12420	Substation Electronics Technician 2nd year	\$29.84	\$31.40	\$32.50
12430	Substation Electronics Technician 3rd year	\$30.76	\$32.35	\$33.48
12440	Substation Electronics Technician 4th year	\$31.20	\$32.81	\$33.96

* Apprentices who have either failed to pass Journeyman's examination or have not been assigned to Journeyman's work.

** Applicable only to the Traveling Crews.

METER DEPARTMENT

30350	Meterman Crew Leader	\$28.53	\$29.53	\$30.56
30360	Meterman Handling Orders	\$27.85	\$28.82	\$29.83
04410	Journeyman Meterman	\$27.09	\$28.04	\$29.02
05170	Apprentice Meterman 3rd year (90%)	\$24.38	\$25.24	\$26.12
05160	Apprentice Meterman 2nd year (81%)	\$21.94	\$22.71	\$23.51
05150	Apprentice Meterman 1st year (72%)	\$19.50	\$20.19	\$20.89
05020	Meter Changer *	\$22.07	\$22.84	\$23.64
05060	Meter Reader - 2nd 6 months **	\$19.23	\$19.90	\$20.60
05060	Meter Reader - 1st 6 months **	\$17.77	\$18.39	\$19.03

* Bidding on Meter Changer openings in the Mt. Vernon and Sparta Service Areas shall be on the basis of Service Area seniority and not limited to Meter Department only.

** Anyone employed by Illinois Power prior to 7/1/91 will receive a rate of pay equal to the above rate times 1.11 while in the Meter Reader classification.

GARAGE DEPARTMENT

31340	Preventive Maintenance Mechanic - 1 st Step*	\$14.66	\$15.17	\$15.70
31340	Preventive Maintenance Mechanic - 2 nd Step*	\$18.64	\$19.29	\$19.97
03650	Garage Technician Leadman	\$25.64	\$26.54	\$27.47
05000	Garage Technician	\$24.23	\$25.08	\$25.96
04140	Garage Technician Helper	\$22.38	\$23.16	\$23.97
01250	Garage Attendant	\$21.23	\$21.97	\$22.74

* Local 309 only

STORES DEPARTMENT

07100	Storehouseman Class A	\$22.45	\$23.24	\$24.05
07140	Storehouseman	\$22.12	\$22.89	\$23.69

Section 5.02 (a) The Utility shall notify the Brotherhood at least thirty days prior to the institution by management of a new job classification, or of the substantial modification of the job content or duties of an existing classification.

(b) Upon demand of the Brotherhood, the Utility shall negotiate during this period with the Brotherhood concerning all the impacts of any such projected change described in Section 5.02(a) upon the employees who will be affected.

(c) The Utility has the right to proceed to make the projected change at the end of such negotiating period, whether or not agreement has been reached on any issues raised by the Brotherhood.

(d) The Brotherhood has the right to process, under the dispute settlement provisions of the Agreement, including arbitration, any unresolved bargainable issues with respect to the employee impacts of the change.

(e) The Brotherhood has the right to process under the dispute settlement provisions of the agreement, including arbitration, a claim by the Brotherhood that some modification of the job content or duties of an existing classification, which the Utility has considered insubstantial, is, in fact, substantial, and, if this contention is upheld in an arbitration proceeding to have considered and determined in the same proceeding, any bargainable issues with respect to the employee impacts of such change which the Brotherhood or Utility elects to submit for determination. The arbitrator shall, in such event, recess the arbitration proceeding for a reasonable time at the request of either party to permit the parties to attempt to resolve such issues by negotiation. It is understood by both the Utility and the Brotherhood that where the Brotherhood charges that successive insubstantial modifications of job content or duties have resulted in a substantial change, then this charge shall be subject to arbitration under this Section 5.02(e).

Section 5.03 (a) The Utility shall notify the Brotherhood at least 30 days in advance of the institution by Utility of a technological or reorganizational change which will cause the layoff or reduction in classification of any employee. During the 30 day period, the Utility and Brotherhood shall negotiate upon any demand of the Brotherhood relating to the impact of the proposed change upon the employee who will be affected.

(b) In the event agreement has not been reached during the 30 day period on any issue raised by the Union, then Utility will have the right to proceed with the proposed change. In such event, the Union will have the right to process under the dispute settlement procedure, including arbitration, provided in Article II and III of this agreement, those unresolved issues, if any, concerning the seniority status of affected employee, and concerning the preservation of rates of pay in the case of those employees who will be reduced in classification, but not laid off, but except as otherwise agreed, not any other issues.

(c) Bargaining unit positions which are affected by technological change shall continue to remain within the bargaining unit to the extent that they can be clearly and distinctly recognized as positions which have been historically included within the scope of this unit.

ARTICLE VI - MISCELLANEOUS PREMIUM RATES

Section 6.01 Employees shall receive an additional 65¢ per hour effective 7/1/92 for the shift commonly known as the P.M. shift and 65¢ per hour effective 7/1/92 for the shift commonly known

as the owl shift. All classifications presently receiving shift premium while working any portion of their regularly assigned shift will be entitled to the shift premium for the entire shift.

Section 6.02 Employees who are regularly scheduled to work on a calendar Sunday shall be paid one and one-quarter ($1\frac{1}{4}$) of the basic hourly rates for their scheduled eight (8) hour tour of duty on that day. Other employees working on Sunday shall not receive the Sunday premium rate but shall be paid the applicable overtime rate.

Section 6.03 In each Class A Storeroom one employee shall be classified as Storehouseman Class A.

Section 6.04 Employees in the Gas Department who are qualified as "Class 1" welders will receive a premium of 50¢ per hour effective July 1, 1996.

ARTICLE VII - HOURS OF WORK

Section 7.01 All employees covered by this agreement shall receive full time employment (40 hours per week) provided they are ready and in condition to perform their work.

Section 7.02 (a) Five (5) consecutive days shall constitute a work week on all jobs insofar as practical. Hours shall be from 8:00 A.M. to 4:15 P.M. with a thirty (30) minute lunch period beginning at 12 noon, fifteen (15) minutes of which shall be paid for by the Company as part of the regular work day. The foregoing weekly and daily work schedule may be changed by mutual agreement between the Company and the Union. Employees shall report to their headquarters at 8:00 A.M. and be returned to their headquarters at 4:15 P.M., their quitting time. Employees whose regular hours of work begin at 8:00 a.m. may elect to start at 7:00 a.m. provided a majority of all employees in that area (Electric, Gas, Substation, Meter, Garage and Stores) agree and subject to management approval. This same procedure (except for management approval) will be utilized when an area decides to return to an 8:00 a.m. start time. The appropriate Local Union office will provide a minimum of two (2) weeks notice to Labor Relations to request a change in hours. Back shift garage employees will adjust their shifts appropriately to accommodate this change. A shift adjustment which results in a third shift employee beginning at 11:00 p.m. on Sunday will not entitle that employee to a premium rate for the hour worked on Sunday. Lunch periods will not be affected by a change in start times under this provision unless mutually agreed upon by the parties.

(b) For shift employees, hours shall be from 8 a.m. to 4 p.m.; from 4 p.m. to midnight; and from midnight to 8 a.m., except as may otherwise be arranged by agreement of the parties hereto. In reassigning employees to shifts, such reassignment shall be posted 48 hours in advance and wishes of individual employees shall be respected as far as practical.

(c) Garage attendant hours will be 11:30 p.m. to 7:30 a.m. unless otherwise mutually agreed.

ARTICLE VIII - OVERTIME (OTHER THAN FOR HOLIDAY WORK)

Section 8.01 a) All time worked in excess of regular hours or regular shifts, shall be paid for at the rate of time and one-half, and double time is to be paid for all overtime worked on Sunday.

b) Employees called out to work after having been released from their regular day's work or called out on a non-scheduled work day shall receive a minimum of two (2) hours pay at the applicable overtime rates.

c) Employees called out on their regular work days for work less than two (2) hours in advance of their regularly scheduled working hours shall receive a minimum of two (2) hours pay at the applicable overtime rates.

d) Time for employees who are called out will start from the time they are called and end when they are released from duty.

e) Prearranged overtime work scheduled in advance of regular working hours when assigned to employees who have had notice not later than at the end of their next preceding work period and who continue to work their regularly scheduled work period following said prearranged overtime shall be paid for the applicable overtime rate for actual excess time. In the event notice is not given at or before the end of the employee's next preceding work period they shall be allowed a minimum of two (2) hours pay at the applicable overtime rate.

f) Employees employed for less than two (2) hours on prearranged overtime work who do not perform a regular day's work before or after said prearranged overtime shall be allowed a minimum of two (2) hours pay at the applicable overtime rates. In addition the two (2) hour minimum pay shall apply in those cases where prearranged overtime is scheduled and is canceled prior to reporting time.

g) When an employee is called out after regular hours of work he/she shall receive not less than two (2) hours time at the applicable overtime rate. If an employee is called back more than once between two (2) consecutive scheduled work days his/her pay for such intermittent work shall not be less than two (2) hours at the applicable overtime rate or more than he/she would have received during any established eight (8) hour work period had he/she worked continuously for such period. For administration purposes employees whose work schedule provides 15 hours between two (2) consecutive scheduled work days the first seven (7) hours will be considered the first eight (8) hour period.

h) An employee who has worked for sixteen or more continuous hours shall, upon release be entitled to an eight hour rest period before he/she returns to work. If the rest period extends into his/her regularly scheduled work day he/she shall lose no time thereby. Time worked in excess of sixteen continuous hours shall be paid for at not less than two times the basic rate until released from duty. Time worked during the above mentioned rest period shall be paid for at two times the basic hourly rate. For the purpose of administering the overtime period and rest period the work period shall be considered continuous unless interrupted by a continuous eight hour period. Accumulation of time towards this continuous eight hour period shall begin upon release. However, the employee will remain eligible for overtime until his/her sixteen hour clock has expired. It is understood, unless instructed otherwise, employees will take an eight hour rest period when due.

i) When an employee is required to climb a radio tower to perform work he/she shall be paid double time during this period with a minimum of two hours.

j) It is agreed that in the case of shift workers the first day(s) off in the work week will be considered their Saturday and the last day off in the work week is to be considered their Sunday

and if they are called to work on either of the said days off, they shall be paid the overtime rate specified for such days.

k) Overtime shall be divided as equally and impartially as possible among the employees of all departments. All overtime shall be combined on one list for equalization purposes. The Company shall, at the end of each bi-weekly pay period, post a report of equivalent straight time hours on departmental bulletin boards, listing the overtime to date worked by each employee. If an employee is offered an opportunity for overtime and refuses same, the hours shall be charged against the employee (for overtime equalization purposes) as though he/she had worked.

ARTICLE IX - WORKING CONDITIONS

Section 9.01 LINE DEPARTMENT

(a) A Crew Leader shall not be required to climb or do other Journeyman's work except in cases of emergency, as it would interfere with his properly looking after his work as Crew Leader and the safety of the men in his charge except in cases where the crew comprises not more than five (5) employees (including the Crew Leader) in which case in addition to having charge of the crew he shall perform work.

(b) Troublemens shall be on duty for a period of eight and one-quarter (8¼) consecutive hours and subject to call for three (3) additional hours, the period of duty and call shall be consecutive provided however, that they shall be off for lunch and available one-half (½) hour of the said eight and one-quarter hours. The period of duty and call to be arranged satisfactorily with the department head.

(c) Duties of the Troublesman shall include the restoration of service on lines and apparatus of the company, light and power circuits, telephone line instruments, switchboard communicating systems, lighting apparatus and repairing street lamps, appliances and other apparatus in the workrooms of the Company. In no case shall Troublemens be required to make installation or permanent repairs to inside lighting circuits or fixtures.

(d) A relief Troublesman who substitutes for a regular Troublesman may be selected from a Journeyman in the Line Department and will work at the regular Troublesman's rate of pay.

(e) All line trucks, other than service or trouble trucks which operate primarily as one-man trucks, shall be operated during normal work hours by a Journeyman Lineman or a Groundman Truck Driver, providing these classifications are available.

The Company agrees to make all reasonable efforts to re-assign available on duty employees to provide such classifications. In the event there are no Journeyman Lineman or Groundman Truck Drivers available, other classifications in the Line Department may be assigned to perform these duties. When a crew is called out on overtime a Groundman Truck Driver will be a part of that crew, if available. No more than one Groundman Truck Driver will be required per crew.

(f) Control levers of hydraulically driven pole hole digging equipment, hydraulically driven line truck hoisting equipment, and any equipment or compressor used to bury cable or bust concrete shall normally be operated by a Journeyman Lineman. An apprentice lineman may operate said control levers on a training basis only. Digging control levers of mechanically driven pole hole digging equipment shall normally be operated by a Journeyman Lineman.

(g) Utility, unless mutually agreed to, may employ not more than one apprentice lineman to each five Journeyman Lineman, one apprentice substation electrician to each three journeymen substation electricians, and one meterman apprentice to each two journeymen metermen where the services of apprentices may be required.

(h) APPRENTICE SYSTEM FOR THE LINE DEPARTMENT

- 1st Step - 1500 Hours [1000 hours - Any work involving de-energized circuits.
[500 hours - Work on secondary voltages up through 500 volts.
- 2nd Step - 1500 Hours [1000 hours - Work on secondary voltages up through 500 volts.
[500 hours - Work on single phase primary voltages, assisting a Journeyman under the supervision of a Crew Leader.
- 3rd Step - 1500 Hours - Work on primary voltages assisting a Journeyman under the supervision of a Crew Leader.
- 4th Step - 1500 Hours - Work on primary voltages assisting a Journeyman.

(i) Apprentices accepted into a formal Apprentice Program who quit or who do not successfully complete the program for any reason, shall not be allowed re-entry until the position they occupied has been filled by another apprentice, and that apprentice "completes the program or three (3) years" whichever is longer. The Joint Committee will then determine if there are any special circumstances that would justify re-entry into the formal apprentice program. This provision applies to all formal apprentice programs.

Section 9.02 SUBSTATION DEPARTMENT

(a) Any job requiring two or more Substation Electricians (one of whom may be an apprentice) shall have a Crew Leader who shall handle orders and be in authority.

(b) Regular Substation Electricians shall have permanent headquarters and shall be reimbursed for actual expenses when away from headquarters.

Section 9.03 It is agreed that the painting of all steel towers, poles and other structures supporting any wires or busses shall be done by linemen or substation electricians, or apprentices of those classifications.

Section 9.04 METER DEPARTMENT

(a) In those service areas where the Meter Department is comprised of two or more employees (excluding Meter Changers and Meter Readers) one employee shall be classified as Crew Leader. A new classification of Meterman Handling Orders will be established at the current Leadman's rate of pay for those Polyphase Meter Departments consisting of one (1) employee. (currently Kewanee and Jacksonville)

(b) The Meter Changer classification in the Meter Department of Local Union 309 agrees, to the extent that Local 309 has the authority to agree, to perform, interchangeably with the Laborers of Local Union 397 and 12 Counties Southwest District and the Fitters of Local Union 101, all duties necessary to do the entire customer service function at Illinois Power.

(c) Local Union 702 Electric and Gas Meter Changers shall install or remove, seal or reseal, lock or unlock, electric or gas meters on the customer's premises, inspect customer's premises for improper wiring, piping and improper registration of meters.

Section 9.05 STORES DEPARTMENT

(a) Storehousemen referred to in this agreement are those employees in storerooms whose major duties involve handling materials, issuing materials to crews, and such similar duties. Their hours shall be arranged to fit the requirements of employees regularly requiring material.

(b) Storehousemen may transport material between storerooms and may drive any vehicle which they are legally licensed to operate. Storehousemen will only be required to possess a Class D Driver's License.

(c) The Unions agree to meet with the Company as needed to address Areas of concern regarding Stores issues.

Section 9.06 MEAL PROVISIONS

- a) Regular thirty minute meal periods and meal money for meals eaten shall be established commencing at 12:00 noon (\$11.32), 6:00 p.m. (\$19.90), 12:00 midnight (\$19.90), and 6:00 a.m. (\$8.64). Meal money shall be adjusted effective January 1 each year based on the CPI-W for Food Away From Home.
- b) If an employee works during any portion of any of the above meal periods, except the noon meal period, he/she shall be provided a meal and allowed a thirty minute paid meal period. This includes those meals not taken before the employee is released from duty. This provision does not apply to callouts of 2 hours or less except when such callouts extend into the scheduled workday. The Company shall not be required to furnish a noon meal on the employee's regular scheduled or prearranged workday except on callouts of more than one (1) hour or prearranged overtime of more than two (2) hours which continues into his regular scheduled hours of work, then he shall be provided a noon meal.
- c) If an employee is required to work during his scheduled noon meal period on his regular scheduled or prearranged workday, he shall be paid the applicable overtime rate for actual time worked. A total of thirty (30) minutes without loss of pay will be allowed for his/her noon meal period. In the event the employee cannot be released for his/her noon meal period before 1:30 pm he/she shall be paid thirty (30) minutes time at the applicable overtime rate.
- d) The reference "furnished" is intended to mean actual meal or meal money as outlined in (a) above.
- e) Should an employee be entitled to a meal(s) at the time of release; he shall have the option to go eat the meal before being released. Should he opt not to eat the meal he shall only be paid a thirty (30) minute meal period. Meal periods earned but not taken shall be paid for at the prevailing rate in effect at the time they are released, except as otherwise provided herein, and will be considered as time worked for purposes of administration of the rest period.
- f) When employees are asked to perform emergency work outside of the Utilities property (mutual aid), the utility will provide transportation and either provide meals or reimburse to a reasonable amount for expenses actually incurred for meals. If the Company elects to utilize this provision when employees are asked to perform emergency work outside of the Service Area, it will also apply to the local employees involved in that emergency.
- g) Anytime overnight lodging is required, the Company will provide it or reimburse to a reasonable amount for expenses actually incurred for lodging.
- h) Employees whose regularly scheduled hours begin earlier than 7:00 am or later than 8:00 am will be entitled to a meal period 2 hours after the end of their regular hours and every 6 hours thereafter with their mid shift meal being considered the noon meal. Meal periods shall be adjusted to the work schedule accordingly.

i) TRAINING

Employees (trainees and trainers) who attend required training at the Decatur Training Center will do so under the following guidelines:

1. EXPENSES

- 1.1. Employees will be provided or reimbursed to a reasonable amount according to the terms of their respective contract for meals and lodging incurred while attending training.
- 1.2. Employees are expected to use their T & E credit card for legitimate business expenses whenever possible and will be required to provide an original receipt in order to be reimbursed for cash business expenditures.
- 1.3. A vehicle will be provided, however, employees who elect to use their personal vehicle for travel will be reimbursed at the current mileage rate.

2. TRAVEL

- 2.1. Employees who travel on the first and last day of training will do so on Company time. If it is necessary to travel outside of the hours of 8:00 a.m. to 4:15 p.m., the employee will be entitled to the appropriate overtime rate of pay.
- 2.2. Employees who receive permission to travel on the day prior to or after training will be provided with appropriate meals and lodging, but will travel on their own time.
- 2.3. Employees scheduled for consecutive training days will normally be expected to stay overnight and will be provided with appropriate meals and lodging.
- 2.4. Employees who are instructed by their supervisor or the training instructor to travel daily will be covered under section 2.1 (above).
- 2.5. Employees expected to stay overnight who request to travel daily, due to extenuating circumstances, will do so on their own time and at their own expense. These requests must be approved in advance by their supervisor. In the event that a family emergency (serious illness, injury, or death) necessitates that the employee return home, travel time will be paid at the applicable rate.

3. HOURS OF WORK

- 3.1. Regardless of the employee's regular schedule, the schedule for training days will be Monday through Friday, 8:00 a.m. to 4:15 p.m. with thirty (30) minutes for lunch. Adjustments to this schedule may be made by the Training Center to accommodate special circumstances.
- 3.2. Employees will be provided lunch as close as practical to noon on training days, however it will be no earlier than 11:00 a.m. and no later than 1:00 p.m. Employees will not be entitled to overtime or meal money if the lunch period starts at other than noon.

4. OVERTIME

- 4.1. Minor amounts of time (report a little early or stay a little late) to accommodate training needs will not be eligible for overtime compensation. Employees will not be forced to do so and it is understood that this provision will not result in an employee exceeding forty (40) hours of straight time for that week.
- 4.2. To enhance the employee's training experience it is imperative that they be well-rested and alert. As a result, it is neither the desire nor the intent of the parties to have employees attend training at other than their straight time rate of pay. Therefore, employees will remove themselves from the overtime callout list prior to leaving work on their last

regular work day, or remove themselves from an overtime assignment, for a consecutive period of eight (8) hours plus appropriate travel time prior to the starting time for training unless the Company declares an all-out emergency which requires that the employee be removed from training.

4.3. An employee held over past the regularly scheduled conclusion of training for safety reasons (hazardous weather such as road conditions, heavy rain, tornado warnings, etc.) will not be eligible for overtime during the delay. However, the Company will continue to cover business expenditures as outlined in Sections 1.1 and 2.1 (above) until such time as it is safe for the employee to travel.

Section 9.07 No employee covered by this agreement shall absent himself from duty without securing permission from his supervisor before so doing, and in case of illness shall use every effort to notify the supervisor in ample time before working hours.

Section 9.08 When substation employees are sent out of headquarters to work, they shall receive straight time pay for rest days arranged by Utility at the rate of eight hours in each twenty-four hours; otherwise, they shall be returned to their headquarters by quitting time at the end of their regular work week.

Section 9.09 Employees shall not be permitted to use their personal cars for Utility's business.

Section 9.10 Trucks, compressors and other equipment used on gas work covered by this Agreement, shall be operated by a qualified employee in the Gas Department who is a member of Local Union No. 702.

Section 9.11 The Gas Department of Local Union 702 in the Mt. Vernon Service Area agrees, to the extent that Local 702 has the authority to agree, to perform, interchangeably with the Laborers of Local Union 19 and Local Union 529, all duties necessary to do the entire gas function at Illinois Power.

Section 9.12 SYSTEMS AGREEMENT

The Company and Unions have employed the Mutual Gains approach to collective bargaining during these negotiations. The recommendations contained herein are a result of cooperation and the desire of the parties to address each others' interests. In an effort to continue this spirit, the parties agree to establish an Oversight Committee as described below.

OVERSIGHT COMMITTEE

The Company and Unions agree to establish this committee to address issues that arise from the implementation of Alternative Reporting Location, Multi-Skilled Crews, and the Systems Response Strategy. In order for this committee to function as envisioned, the open exchange of information is required.

This committee will be comprised of one (1) representative from each Local (51, 309, 702) and three (3) representatives from the Company. This committee will meet as needed and have the authority to resolve problems. Any party to this agreement may request a meeting of this committee. Any recommended changes to these agreements are subject to acceptance by the Company and affected Locals. It is recommended that this committee be comprised of people who were directly

involved in the negotiation of the agreements listed above. In the event that the Oversight Committee cannot resolve an issue, it will enter the grievance procedure at the Four-Man Board step. Alternative dispute resolution methods may be utilized if mutually agreeable to the parties involved.

MULTI-SKILLED CREWS

The Company and Unions agree that multi-skilled crews consisting of one qualified electric journeyman and one qualified gas distribution journeyman may be used to install residential underground electric and gas services where both utilities are being installed on the same property at the same time. The parties agree that they will assist each other in the expedient performance of work to the extent that it can be done safely. Employees working on multi-skilled crews will receive the basic training necessary to assist each other in performing the assigned work. The beginning point on electrical service work will be limited to pedestals and pad-mount transformers.

Electric and gas department journeymen will express their interest annually (posted for seven (7) days) in being assigned to these crews when needed. If no journeymen express interest in this work, the least senior journeymen in the appropriate department will be trained and assigned to this crew. By expressing interest or being assigned, the employee is committed to work on this crew as needed for one (1) year, unless he moves to another position or department which is not eligible for this work. Training and assignments will be made from this interest list based on department seniority.

Once assignments are made, they will remain in effect unless there is an absence or vacancy on the crew which the Company desires to fill. Assignments will last a minimum of five (5) consecutive work days, except that the five (5) day minimum does not apply to employees who fill in on this crew. A premium will be paid to employees working on multi-skilled crews such that they will receive the equivalent of their respective Crew Leader's rate. This premium will apply to all hours paid from the start of the first day to the end of the last day of this assignment, with a minimum of five (5) days. When these crews encounter situations that require additional help, it will be provided.

This agreement may be modified to include work other than services if mutually agreed to by the Company and Union(s) involved. In those areas where the gas work is not entirely handled by the IBEW, this agreement is subject to concurrence by the appropriate gas unions. Upon conclusion of a two (2) year trial period, Local 702 may terminate their participation in this agreement during the thirty (30) day window which immediately follows. If not cancelled at that time, this provision shall be null and void. Any issues that may arise will be addressed by the Oversight Committee.

ALTERNATIVE REPORTING LOCATION

Employees in the line and gas departments who are assigned to one-person vehicles may be assigned to work from an alternative reporting location, which will normally be their home. In those instances where it is not appropriate to park the Company vehicle at home, an acceptable alternate location will be established. Examples of acceptable locations include nearby Company owned property, nearby gas stations, or other mutually agreeable locations. These employees will report to their vehicle at the start of their regular hours and return to the same location at the end of their shift. The Company will supply the facilities needed to accommodate this assignment. The Company will be responsible for any damage to or property stolen from the Company vehicle provided the employee has taken appropriate security measures. The Company agrees to pay any additional costs of phone service associated with this assignment.

Employees will be expected to live within ten (10) minutes driving time of their assigned grid or have an alternative reporting location within the grid. Employees regularly assigned to one-person vehicles as of the date of this agreement will be grandfathered. That is they will not be required to meet this residency requirement, but it is understood that these employees will not move to a location which is farther away from their grid than their current residence. In some cases, an employee may be required to report to their normal headquarters rather than to an alternative reporting location. Outlying areas will continue to be treated as in the past.

Initially, these employees will be assigned to the grid in which they reside. If more than one of these employees reside within the same grid, the senior employee will have the option of their grid of residence or an unoccupied grid. This process will continue until all employees residing within the grids have been assigned. Those employees who do not reside within any grid covered by their headquarters will be assigned to the nearest unoccupied grid after the above process is completed.

Any issues that may arise under this agreement will be addressed by the Oversight Committee.

SYSTEMS RESPONSE STRATEGY

The Company and Union recognize the importance of responding to the needs of our customers in a timely manner. In order to address this issue during overtime situations the following procedures are being established.

SECTION I. STANDARDIZED CALLOUT

All qualified employees will be listed on a departmental overtime callout list in ascending order of overtime charged to date regardless of their classification. The top person on this list will be called first for all overtime opportunities, after the first responder, until a new list takes effect except that calls of a specialized nature will continue to be assigned to the appropriate employee (Such as Regulatorman, Substation, Meter, etc.). An assignment that continues into overtime will be performed by the employee(s) already at the job site. Employees will be by-passed for callout overtime opportunities once their sixteen hour clock has expired unless no other employees are available. The sixteen hour clock begins when an employee begins work following a continuous eight or more hour break. Employees prearranged for overtime will not be excluded from callout overtime opportunities but must inform the Company as soon as possible if they are still working on the callout or are too exhausted to report for prearranged overtime due to working callout overtime.

SECTION II. EMERGENCY CUSTOMER RESPONSE

In recognition of their obligation to provide fast, assured response, the Company and Union agree that 24 hour coverage will be achieved by implementing the following options, in addition to the Standardized Callout procedure described above, according to Attachment A.

A) EMERGENCY TROUBLEMAN

The classifications of Electric Emergency Troubleman and Gas Emergency Troubleman will be established. These positions will be bid and will replace existing one-man trucks in some locations.

Bids will be filled in accordance with the respective Labor Agreements. Training will be provided where needed to insure that the work is done safely and efficiently. Employees in these positions will normally be expected to handle all trouble calls.

Employees in this classification will be on duty for a period of eight (8) consecutive hours and subject to call for four (4) additional consecutive hours, the period of duty and on call shall be consecutive. The period of duty and on call will be determined by the Company. While on call, the employee will be required to meet the same obligations as a First Responder and will be provided an electronic communication device for use while on call, if requested. Shift premium will not apply. The period of duty may start no earlier than 6AM and no later than 4PM each day unless mutually agreed otherwise between the Company and Union. For LU 51, the work week shall be Monday through Friday or Tuesday through Saturday unless mutually agreed otherwise. Employees shall be off for lunch and available thirty (30) minutes of the said eight (8) hours. If an employee is unable to eat their lunch prior to being released for the day, they will receive thirty (30) minutes time at the applicable overtime rate. Contractual overtime meal periods will be adjusted, where necessary, to accommodate work hours. Employees in this classification are expected to either work or be on call on any holiday that falls within their regularly scheduled work week, but must notify the Company at least 72 hours prior to the holiday if they choose to be on call rather than on duty. Calendar week vacancies in the Emergency Troublemaker classification will be filled provided they are known by management at least twenty-four (24) hours prior to the end of the last working day of the previous week.

B) FIRST RESPONDER

Qualified employees may be required to be on call during specific off hours. While on call, employees will be expected to carry an electronic communications device, be ready to respond, meet all legal requirements to be fit for duty, be able to arrive at the location of the emergency in one (1) hour or less, accept all overtime opportunities, and may be required to take a Company vehicle home. This employee will be the first contacted for overtime emergencies, except that calls of a specialized nature will continue to be assigned to the appropriate employee and employees designated as "outlying" will continue to be called first for problems in their respective territory. Calls to the First Responder will be attempted by phone first, then by electronic communications device. First Responders will normally be expected to handle all trouble calls associated with their department (Gas or electric). When a First Responder encounters a situation that requires additional help, it will be provided.

Opportunities to be the first responder will be offered according to the standardized callout list in effect at that time. Employees who refuse the first responder opportunity will be charged for all hours worked by the employee who accepts. If no employees accept the first responder opportunity, the least senior qualified employee will be required to accept. The next time no one accepts, the next least senior employee will be required to accept. This process will continue, as needed, until all qualified employees have been required to accept and then begin again.

If no Systems employee accepts the First Responder duty, outlying employees in the Centralia, Hillsboro (excluding Mt. Clare), Mt. Vernon, and Sparta (excluding DuQuoin) Areas may be offered the opportunity when deemed appropriate by the Company prior to forcing a Systems employee to accept. However, management may cease this practice if customer response times become unacceptable.

The First Responder will be called if regularly scheduled employee(s) on duty are insufficient to handle the situation. The period of on call and compensation will be as follows:

- 3:15 p.m. Friday through 7:00 a.m. Monday (5 hours at 1 ½ times their normal rate of pay in addition to the amount of overtime they actually work while on call). If a holiday is observed on a Monday, the period of coverage shall end at 3:15 p.m. on Monday.

For areas that do not have Emergency Troubleman 24 hour coverage, the Company may elect to have a First Responder on call as follows:

- 3:15 p.m. Monday through 7:00 a.m. Friday (1 hour at 1 ½ times their normal rate of pay each day, with a maximum of 4 hours, in addition to the amount of overtime they actually work while on call) If a holiday is observed on a Friday, the period of coverage shall end at 3:15 p.m. on Friday.

The standardized callout list will only be used if there are insufficient on-duty and on-call employees.

If the first responder is unable to respond due to an emergency or situation beyond his control, he is to notify Management as soon as possible. If Management elects to replace the first responder for the remainder of the on call period, this opportunity will be offered as described above. An employee who is contacted outside of regular hours and accepts the remainder of the on call period (until the next regularly scheduled work day) agrees to make the necessary arrangements to obtain the vehicle and electronic communications device from the original First Responder and will receive two (2) hours pay at the applicable overtime rate. At the start of the next regularly scheduled work day, the procedure described in section (B)(2) above will be used to fill the remainder of the on call period.

C) CONTINUOUS OPERATIONS

Nothing in this agreement shall alter the Company's ability to institute continuous operations in any department or location where that ability currently exists. Continuous operations may be instituted in other locations by mutual agreement of the parties.

SECTION III. OVERTIME EQUALIZATION

A) Any opportunity for overtime which is not worked will be charged against that employee as refused. An opportunity is defined as any attempt to contact an employee. Multiple attempts to contact an employee for the same overtime opportunity will be treated as one. Refusals, as defined above, will be charged with the same amount of time as actually worked (straight time equivalent) by the employee or employees who responded to that callout.

B) A departmental overtime equalization list will be posted in each department on a weekly basis. This list will be reset on the first pay period of each year with employees retaining their respective positions. Each employee will have their equalized hours reduced by the amount held by the low overtime employee on that list. Overtime opportunities outside of the employee's headquarters area will be charged against the employee for overtime equalization purposes.

C) Employees will not normally be contacted for overtime opportunities while on sick leave, Worker's Compensation, funeral leave, jury duty, or out of the area on Company or Union business. Employees will not normally be contacted for overtime opportunities while on vacation (includes the weekend before, after, and during a vacation period), unless they notify the Company that they wish to be eligible for overtime on the weekend before and/or after a specific vacation period. This includes individual vacation days. Employees under this provision who are called by mistake will not be charged.

D) An employee who is by-passed for an overtime opportunity, except as permitted in this document or other legitimate reasons, will receive (2) hours at the applicable overtime rate. This

provision will take effect after the automated calling system has been installed and sufficiently tested, and will be reviewed by the Oversight Committee one (1) year later unless mutually agreed otherwise. It is mutually agreed that if the automated calling system is not operational by June 1, 1996, the Oversight Committee will meet to address the situation.

SECTION IV. STRATEGY EFFECTIVENESS

The strategies established in Attachment A will be measured against the standards of performance listed below. In the event that these standards of performance are not being met in any department, the Oversight Committee will meet to arrive at an alternate strategy.

The following performance standards will be used to determine if a strategy is working satisfactorily in a department.

- 1) The First Responder must acknowledge receipt within an average of five (5) minutes.
- 2) Responder must arrive at the site of the gas leak within one (1) hour unless there are extenuating circumstances.
- 3) Average response time for electric trouble calls is one (1) hour, with no response times over one and one-half (1 1/2) hours unless there are extenuating circumstances.
- 4) Must be cost effective.

SECTION V. SYSTEMS COORDINATION FOREMAN (Local 309 only)

1. The Systems Coordination Foreman at any location will be determined by posting an interest list for seven (7) calendar days in Systems headquarters in the affected Service Area. To qualify, the employee must have been an Illinois Power Company Journeyman for at least three (3) years. A twenty-five point system will be utilized to determine the interviewees for the position of Systems Coordination Foreman as follows:

- Service Area Department Seniority will account for a maximum of five points.
 - 5 years 1 point
 - 6 - 10 years 2 points
 - 11 - 15 years 3 points
 - 16 - 20 years 4 points
 - 21 years or more 5 points
- Absence (non-FMLA past 12 months) will account for a maximum of five points.
 - 4% or less 1 point
 - 3% or less 2 points
 - 2% or less 3 points
 - 1% or less 4 points
 - 0% 5 points
- Overtime response (past 12 months) will account for a maximum of five points.
 - 10% - 20% 1 point
 - 20.1% - 30% 2 points
 - 30.1% - 40% 3 points
 - 40.1% - 50% 4 points
 - Over 50% 5 points
- Safety (past 3 years) will account for a maximum of five points.
 - 2 Safety Disciplines 1 point

- 1 Safety Discipline 3 points
- No Safety Discipline 5 points
- Performance Reviews (past 3 years excluding absence, overtime response, and safety) will account for a maximum of five points.
 - 4 "Needs Improvements" 1 point
 - 3 "Needs Improvements" 2 points
 - 2 "Needs Improvements" 3 points
 - 1 "Needs Improvements" 4 points
 - No "Needs Improvements" 5 points

From those candidates who scored at least eighteen (18) points, the senior eligible employees (maximum five (5) candidates) will be interviewed by a four (4) member committee (two (2) Union, two (2) management).

1. A twenty (20) point system will be utilized for the interview. The interview will be utilized to determine each candidate's leadership, communication, teamwork, interpersonal, organizational, and customer service skills as well as their technical knowledge. Each member of this committee will have equal weight in determining the number of points awarded in this section.
2. The senior eligible candidate, based on Service Area Department seniority, with 15 or more points will be awarded the Systems Coordination Foreman position. Eligible candidate(s) with 15 points or more, but who are not selected, will be eligible for upgrade by seniority.
3. The successful candidate will serve a six (6) month probationary period under the conditions set forth in the Promotions provision of the Labor Agreement. The Systems Coordination Foreman will receive a premium of \$1.05 above the Systems Crew Leader rate of pay for six (6) months from his/her start date. Upon completion of this phase, the employee will be reclassified as a Systems Coordination Foreman.
4. The Systems Coordination Foreman rate of pay will be \$1.05 per hour above the contractual rate of pay for the associated Systems Crew Leader.
5. The Systems Coordination Foreman will report to the Operations Manager and work closely with the Electric Operations Supervisor. The Systems Coordination Foreman is a working position when needed. The Systems Coordination Foreman may start and finish his/her day at home and may be assigned a Company vehicle for use in the performance of his/her duties.
6. The duties of the Systems Coordination Foreman, who may be responsible for both Illinois Power Company and contractor crews, will include, but not be limited to, daily scheduling of crews, crew make-up, and work assignments; realignment of crews and allocation of resources due to emergencies during regular working hours; contacting employees for prearranged and continuation overtime; ensuring job site readiness and equipment and material availability; fostering a safe, efficient, and productive work environment; maintaining a positive relationship with customers and employees; and assisting crews as needed and/or as time permits. However, the Systems Coordination Foreman will not have the right to hire, fire, or administer discipline.
7. The Systems Coordination Foreman will remain on the Systems overtime list and be eligible for all overtime opportunities. All overtime opportunities will be charged and considered as time worked.

8. Temporary vacancies in this classification, if filled, will be offered by seniority to the remaining eligible candidates from the original list of employees who were interviewed.
9. The Systems Coordination Foreman will work a straight eight (8) hour shift, Monday through Friday, beginning no more than one (1) hour prior to the regular starting time in effect at their headquarters.
10. Meal periods will be two (2) hours after the end of their regular hours and every six (6) hours thereafter. The noon meal will be handled the same as for Emergency Troublemakers under the Systems Agreement.

Section 9.13 CONSTRUCTION AGREEMENT

A competitive environment requires both labor and management to seek the best ways to do electric and gas construction work. To meet this challenge Illinois Power management is responsible for making proper business decisions while labor is committed to making a good faith effort to compete against external and internal forces. It is agreed that the only practical way to continue construction in-house is under the terms contained in this document. It is understood all reference to systems or construction in this document only refers to Gas or Line Department employees.

Construction employees will be eligible for systems overtime when: 1) no systems employees are available to respond; 2) in emergency situations; or, 3) when working with systems and the job assignment results in an overtime situation. Construction employees will not be placed on the first responders or systems callout list. It is understood that construction employees may be used to perform work normally performed by systems employees.

TEMPORARY VACANCIES ON AN EXISTING CONSTRUCTION CREW

Systems employees will be allowed to declare, on a yearly basis, an interest in temporary construction assignments. In April of each year all areas will post a sheet requesting volunteers from systems who will work under the terms of this agreement as described below:

1. A systems employee(s) may, based on the systems needs of service, be assigned to fill in for vacancies on a construction crew.
2. No systems employee will be required to job site report more than three months in any year.
3. An Oversight Committee will establish the minimum amount of volunteers per area.
4. Should no volunteer accept a construction assignment then the least senior systems employee will be required to do so.
5. Systems employees assigned to Job Site Reporting will remain on the Systems Standardized Overtime List.

SYSTEMS CREWS

A Systems Crew may job site report when the following conditions are met:

1. Construction crews are tied up.
2. There is insufficient Systems work for all Systems Crews.
3. Systems employee(s) who form a reporting crew will do so for a minimum of five days, and will only job site report to one location that week. Systems employees who job site report may elect to begin and end the job from their service area headquarters.
4. Selection will be made from the volunteer list first.
5. Should no volunteer accept a construction assignment then the least senior Systems employee will be required to do so.

6. This will be limited to one crew at a time per service area.
7. Systems employees assigned to Job Site Reporting will remain on the Systems Standardized Overtime List.

GENERAL FOREMAN

1. The General Foreman will be determined by posting an interest list for seven (7) calendar days in the RCP(s) over which he/she will have authority. To qualify, the employee must have been an Illinois Power Company Journeyman for at least three (3) years. A twenty-five point system will be utilized to determine the interviewees for the position of General Foreman as follows:

- Service Area Department Seniority will account for a maximum of five points.
 - 5 years 1 point
 - 6 - 10 years 2 points
 - 11 - 15 years 3 points
 - 16 - 20 years 4 points
 - 21 years or more 5 points
- Absence (non-FMLA past 12 months) will account for a maximum of five points.
 - 4% or less 1 point
 - 3% or less 2 points
 - 2% or less 3 points
 - 1% or less 4 points
 - 0% 5 points
- Overtime response (past 12 months) will account for a maximum of five points.
 - 10% - 20% 1 point
 - 20.1% - 30% 2 points
 - 30.1% - 40% 3 points
 - 40.1% - 50% 4 points
 - Over 50% 5 points
- Safety (past 3 years) will account for a maximum of five points.
 - 2 Safety Disciplines 1 point
 - 1 Safety Discipline 3 points
 - No Safety Discipline 5 points
- Performance Reviews (past 3 years excluding absence, overtime response, and safety) will account for a maximum of five points.
 - 4 "Needs Improvements" 1 point
 - 3 "Needs Improvements" 2 points
 - 2 "Needs Improvements" 3 points
 - 1 "Needs Improvements" 4 points
 - No "Needs Improvements" 5 points

2. From those candidates who scored at least eighteen (18) points, the senior employees (maximum five (5) candidates) will be interviewed by a four (4) member committee, two (2) Union, two (2) management.

A twenty (20) point system will be utilized for the interview. The interview will be utilized to determine each candidate's leadership, communication, teamwork, interpersonal, organizational, and customer service skills as well as their technical knowledge. Each

member of this committee will have equal weight in determining the number of points awarded in this section.

The senior candidate in the affected RCP(s), based on Service Area Department seniority, with 15 or more points will be awarded the General Foreman position. RCP candidate(s) with 15 points or more, but who are not selected, will be eligible for upgrade by seniority.

The successful candidate will serve a six (6) month probationary period under the conditions set forth in the Promotions provision of the Labor Agreement. The General Foreman rate of pay will be \$1.05 per hour above the contractual rate of pay for the Construction Crew Leader. However, the General Foreman will initially receive a premium of \$1.05 above the Construction Crew Leader rate of pay for six (6) months from his/her start date. Upon completion of this phase, the employee will be reclassified as a General Foreman.

The General Foreman will report to the Operations Manager and work closely with the Electric or Gas Operations Supervisor responsible for Construction. The General Foreman is a working position when needed. The General Foreman may start and finish his/her day at home and may be assigned a Company vehicle for use in the performance of his/her duties.

The duties of the General Foreman will include, but not be limited to, daily scheduling of crews, crew make-up, and work assignments; realignment of crews and allocation of resources during regular working hours; contacting employees for prearranged and continuation overtime; ensuring job site readiness and equipment and material availability; fostering a safe, efficient, and productive work environment; maintaining a positive relationship with customers and employees; and assisting crews as needed and/or as time permits. However, the General Foreman will not have the right to hire, fire, or administer discipline.

The General Foreman will remain on the Construction overtime list and be eligible for all overtime opportunities. All overtime opportunities will be charged and considered as time worked.

Temporary vacancies in this classification, if filled, will be offered by seniority to the remaining candidates in the affected RCP(s) from the original list of employees who were interviewed.

The General Foreman will work a straight eight (8) or ten (10) hour shift, consistent with the work schedule in their RCP. Unless changed through negotiations, meal periods will be two (2) hours after the end of their regular hours and every six (6) hours thereafter. The noon meal will be handled the same as for Emergency Troublemens under the Systems Agreement.

Calendar week vacancies in the Construction General Foreman classification will be filled provided they are known by management at least twenty-four (24) hours prior to the end of the last working day of the previous week.

JOB SITE REPORTING

The minimum requirements for a reporting location are:

- A. An enclosed structure heated in the winter.
- B. Available toilet facilities.
- C. Accessible by a hard surface road.

D. Reporting location must be within a 50 mile radius, or closer, to the employee's RCP.

HOURS AND DAYS OF WORK

Construction crews may work an 8 or 10 hour day. In the event a 10 hour day is worked it will be under the following conditions:

- Schedule M-Th or T-F.
- Time and one-half will be paid prior to the normal starting time or after the normal quitting time and on M, F or S when it is a day off.
- Starting time will be no earlier than 6:30 AM and no later than 7:30 AM.
- Sick time and vacation will be charged in 10 hour increments (8 hour waiting period is not changed).
- A holiday when not worked, jury duty, and funeral leave will be paid in 10 hour increments.
- When a holiday falls outside the normal scheduled work week, then an additional 8 hours of holiday pay will be paid.
- A majority of employees in a crew must agree to the 10 hour shift.

JOINT CONSTRUCTION CREWS

The Oversight Committee will work jointly during the term of this agreement toward the objectives of expanding the scope of duties of various classifications in Gas and Electric Construction and eliminating jurisdictional barriers between Gas and Electric Construction in the area of trenching, installation of new business electric primary and gas mains and new gas and electric services.

Trials and experimentation with alternatives to achieve more efficient operations as described above will begin during the first twelve (12) months and continue throughout the contract term. The goal of the parties is to reach mutual agreement on the implementation of successful alternatives within the terms of this contract. In those areas where non IBEW Locals perform gas construction work, then concurrence by the non IBEW Local is required.

APPRENTICES

The Apprentice Training Committee(s) will address specified training issues for Apprentices. Apprentices will be moved freely between systems and construction to allow training in both areas.

RATES OF PAY

Employees PCN'd to construction will receive \$1.50 effective 7/1/03 above the appropriate classification rate of pay as part of their base wage rate to cover Job Site Reporting within a 25 mile radius of their RCP. A premium of \$1.50 effective 7/1/03 will be paid in addition to the above-stated rate of pay when Job Site Reporting exceeds 25 miles but not more than a 50 mile radius from the RCP.

Systems employees will receive a premium for Job Site Reporting of \$1.50 effective 7/1/03 to cover Job Site Reporting within a 25 mile radius of their Area headquarters. An additional premium for Job Site Reporting of \$1.50 effective 7/1/03 when Job Site Reporting exceeds 25 miles but not more than a 50 mile radius from the Area headquarters. If an opportunity presents itself where an employee travels beyond the 50 mile radius, then the Oversight Committee will meet to discuss appropriate compensation. Premiums are only paid for hours actually spent on Job Site Reporting.

SENIORITY

Each RCP will be considered a separate District/Headquarters within the Service Area and contractual seniority language will apply.

PERFORMANCE

The parties in reaching this agreement believe they will be competitive with the cost of performing similar work with an outside contractor. To assure that the best business decision is made, a committee consisting of three representatives from labor and three from management who, where practical, participated in the negotiations of this agreement will be formed to review the cost of in-house construction work. This committee will meet when requested by any party. The committee will be responsible for monitoring performance standards and will oversee adjustment to these standards based on contractors' bids and revisions to the Illinois Power loaded rate caused by these negotiations (or business changes). No hours worked by a construction crew member in support of systems will be used in determining the competitiveness of this arrangement.

Each RCP will be evaluated for competitiveness using previously agreed upon performance standards. If an RCP is determined not to be competitive, then the parties will attempt to reach agreement on modifications necessary to restore competitiveness. If this effort fails, it is understood that Illinois Power may elect to eliminate an RCP and the affected work force will be adjusted to reflect this competitive business decision.

Section 9.14 GARAGE

All Garage Technicians are required to wear uniforms, which shall be provided and maintained by the Company. Each Garage Technician shall have an amount budgeted annually for individual technical training. For 1999 this amount is forty (40) hours and includes an allowance of up to \$250 to cover fees for attending individual training in areas where they need additional skills and that will benefit Illinois Power Company. Training requests must be submitted to and approved by the Fleet Operations Specialist in advance. To facilitate mandatory safety training (maximum of two (2) days per year) and technical training, Garage Technicians will adjust their daily work hours such that training is attended on straight time. When daily work hours are adjusted for training, evening and night shift employees will work eight hours while day shift employees will work 8 ¼ hours.

ARTICLE X - SAFETY - EQUIPMENT

Section 10.01 (a) The Union is establishing a Union Safety Committee, consisting of six (6) members. The Committee shall meet with the Safety Director or his designated representative and five (5) other representatives designated by the Utility for this purpose at the request of either party but not more frequently than once a month.

(b) At such meetings the Committee and Utility will review any accidents or near accidents which occur since the last meeting involving injury or possible injury to any person. The Committee and Utility will establish a procedure for the joint investigation of any such accident by the member of the union designated by the Committee and a representative designated by the Utility. Such procedure shall not limit the right of the Utility to make an independent investigation of any such accident.

(c) Utility shall consider any safety rules, regulations and practices, or revisions thereof, proposed by the Committee. Such consideration shall be without prejudice to the right of the Utility to make changes in safety rules, regulations and practices. The Union or any affected employee shall have the right to process under the dispute settlement procedure, including arbitration, provided in Article II and III of this Agreement, a claim that any safety rules, regulation or practice, as applied, imposes an unreasonable working condition.

Section 10.02 Utility shall provide ample rubber boots, rain coats, rain hats, hoods, blankets, line hose, insulated switch sticks, individual rubber gloves, and other safety equipment to adequately protect the health and safety of employees in the discharge of their duties. It is further understood and agreed that rubber gloves and boots being furnished to each employee required to use them must be sterilized and tested before being given to employees. Adequate storage space shall be provided for this equipment when not in use and safety equipment shall be inspected and tested at frequent intervals so that unsafe equipment may be replaced. Employees covered hereby shall promptly report to their supervisor any defects in safety or other equipment.

Section 10.03 Employees under this agreement will use and make every effort to preserve the equipment provided for their safety and failure to use equipment so provided shall be grounds for discharge.

Section 10.04 Utility will generally maintain within the departments covered by this agreement sufficient employees to safely perform the work required. Nothing in this agreement shall be construed to require Utility to employ any person not required in the proper and efficient operation of its property.

Section 10.05 Equipped first aid kits shall be maintained for each truck and at each station or plant where the employees covered by this agreement work. Each station or plant and truck where there is a crew of employees working shall be furnished a blanket for first aid purposes.

Section 10.06 Utility will not require employees to work out of doors during heavy or continuous storms unless such work is necessary to protect life or property, restore or maintain service to the public.

Section 10.07 (a) Journeymen Linemen shall be able to glove voltages up to 15 KV under the terms and conditions of the Gloving Program. Apprentices shall be permitted to begin gloving up to 15 KV at the same time as they are currently permitted to glove 5 KV under the Apprentice Lineman Program (currently 2500 hours). The final decision to perform the work using gloving procedures shall be made by the employees at the job site.

(b) In case of trouble calls, or in handling voltage over 440 volts if additional help is required as a safety measure such additional help shall be provided.

Section 10.08 Utility will see that trucks and other equipment which employees are required to use in their work are maintained in such repair as to properly safeguard the health and safety of employees using such equipment.

Section 10.09 Utility will replace tools owned by employees in like kind and size or equivalent which have been broken or worn out while used by the employees on utility's work and upon surrender of the defective tool to the Utility. Apprentices shall start with a new set of equipment and Journeymen Linemen shall start with equipment in a suitable condition and approved by management.

ARTICLE XI - PAID ABSENCE TIME (OTHER THAN HOLIDAYS)

Section 11.01 An employee will be allowed three (3) consecutive working days of Funeral Leave with pay in the event of a death in his immediate family; namely father, mother, father-in-law, mother-in-law, spouse, son, daughter, brother and sister. If the call is received while at work, the following day will be counted as the first day and the employee will receive straight time pay for the remainder of the basic work day.

An employee will be allowed one (1) day of Funeral Leave with pay to attend the funeral of his grandfather, grandmother or grandchild. When an employee is requested by the family to serve as pallbearer for a deceased employee or a deceased retired employee he shall be permitted to be absent without loss of pay not to exceed one (1) day.

Section 11.02 Employees covered by this agreement shall be entitled to the necessary time, not to exceed two hours, off with pay for the purpose of voting at all State, County, City and National elections, provided they are eligible to and do vote.

Section 11.03 An employee performing jury service shall do so without loss of pay and shall remit all fees for such service to the utility. On days second or third shift employees are required to report or call in for jury duty, they will be assigned to day shift hours and will not be eligible for overtime. On days when the employee is not required to report or call in for jury duty, the employee will report to his/her regularly scheduled shift. Employees will notify supervision on a daily basis whether they will be on jury duty or reporting to work the next day, if the next day is not a scheduled day off. If released from jury duty prior to the end of the scheduled work day, the employee shall call their supervisor who will instruct them on whether or not to return to work that day. When an employee is assigned to a long term jury, the above terms may be altered by mutual agreement.

Section 11.04 An employee who is injured during and in the course of his employment with the Utility and is eligible for Workmen's Compensation for temporary total incapacity for work in accordance with Workmen's Compensation Act, Section 8, shall receive from the Utility the difference between the weekly compensation rate for temporary total disability and his basic weekly take-home pay (gross pay less FICA, Federal and State Withholding Taxes) for each day he is off, starting from the time of injury. Such payments are to continue until-

- a) The Company physician releases the employee to return to work; or
- b) such time that compensation for temporary total incapacity for work as specified in Section 8 of the Workmen's Compensation Act has been exhausted; or
- c) such time that the employee is determined to be wholly and permanently incapable of work by the Industrial Commission.

In no case will an employee be entitled to more than his basic take-home pay during the period of temporary total incapacity for work.

ARTICLE XII - PAY DAY

Section 12.01 Employees will be paid every other Friday for the two-week period ending five (5) days prior to pay day and when pay day falls on a holiday, employees will be paid the day previous.

Section 12.02 Employees shall be paid in cash or checks that can be cashed at their face value.

ARTICLE XIII - VACATIONS

Section 13.01 All employees covered hereunder who have worked six (6) continuous months for the Utility shall then accrue vacation credit for the time worked on the following basis:

- 1 year - 10 working days
- 5 years - 15 working days
- 7 years - 16 working days
- 9 years - 17 working days
- 11 years - 18 working days
- 13 years - 19 working days
- 15 years - 20 working days
- 21 years - 21 working days
- 22 years - 22 working days
- 23 years - 25 working days
- 30 years - 30 working days

Employees who have accrued vacation credit of ten (10) or more working days will be allowed to schedule their vacation anytime during the vacation year in which the accrual occurs in accordance with Section 13.04 and 13.08.

Section 13.02 The vacation year shall be from each May 1 to and including the following April 30.

Section 13.03 Vacation time shall not accumulate from one vacation year to another except that unused vacation time (at the end of the vacation year) up to a maximum of eighty (80) hours will automatically carryover to the next vacation year.

Section 13.04 Employees who are entitled to an annual vacation can use their earned days as individual vacation days. For purposes of administration, employees may take their vacation days under the following circumstances:

- (1) Needs of the service must always be met.
- (2) Scheduled vacation periods (5 or more days) will always be given preference over individual days.
- (3) Reasonable notice for time off must be given.
- (4) Holidays shall be considered a working day for vacation scheduling purposes but shall not be considered a vacation day.

Section 13.05 When an employee terminates, he/she shall receive:

1. Vacation earned prior to May 1.
2. Pro rata vacation from his/her anniversary date to the termination date (retirees shall continue to receive pro rata vacation from May 1 to the termination date).

Section 13.06 In determining vacation credit for employees who have been absent due to accident or illness, allowable sick leave plus thirty (30) days shall not be counted as time lost.

Section 13.07 Employees who have been laid off shall not lose their status in determining vacation rights until they have been out of the service thirty-six (36) months.

Section 13.08 Prior to May 1 of each calendar year Department Heads will consult with all employees entitled to vacation and from such consultation Utility shall establish and post before the above date on departmental bulletin boards a working schedule for vacation periods. In determining vacation schedules, the wishes of the employee will be respected as to the time of taking his vacation insofar as the needs of the service will permit. Although vacation time is earned according to length of continuous company service, it shall be assigned according to Service Area seniority.

ARTICLE XIV - HOLIDAYS - RATES OF PAY FOR

Section 14.01 Regular holidays under this Agreement shall be: New Year's Day, President's Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, and the Employee's Birthday. The employee's birthday holiday may be celebrated under one of the following options:

- 1) On the actual day under the same provisions that govern the celebration of other holidays.
- 2) Taken as vacation. Scheduling of this option is subject to the needs of service, and is to be completed by April 30th each year for the next May 1 through April 30 period.
- 3) If an employee's birthday holiday falls on a holiday and is not rescheduled under option 2 above, the birthday may be taken in conjunction with that holiday or the employee will be paid eight hours pay.

When a holiday under this Agreement falls on a Saturday the previous Friday shall be observed as the holiday and when a holiday falls on a Sunday the following Monday shall be observed as the holiday. The Christmas Eve holiday shall be observed on the last working day prior to the holiday observed as Christmas under this Agreement.

Section 14.02 Employees whose work week is Tuesday to Saturday inclusive shall be off duty the day following the holiday which is celebrated on Monday. When a holiday falls on Monday, they shall celebrate the holiday on Monday and receive holiday pay for that day and Tuesday shall be their normal day off. When a calendar holiday falls on Friday or Saturday, employees whose work week is Tuesday to Saturday inclusive shall be off duty the day of the calendar holiday.

Section 14.03 Employees paid an hourly rate of pay under this agreement shall receive eight straight time hours pay for each of the above listed holidays.

Section 14.04 Any employee when working his regularly scheduled hours on days designated as holidays shall be paid (in addition to his regular hourly rate of pay) time and one-half at his basic hourly rate for such hours.

Section 14.05 An employee who is usually excused from working his normally scheduled hours because of a holiday which falls within his regularly scheduled work week shall, if called for work during such hours on a holiday, receive additional time and one-half for hours worked (with a minimum of two hours) within the scheduled hours from which he was excused.

Section 14.06 When a holiday falls outside of the regularly scheduled work week of an employee and he is called for service on such holiday, he shall receive additional time and one-half pay for such hours worked (with a minimum of two hours) as fall within the hours which on the previous regularly scheduled work day were his normally scheduled hours. Work performed on holidays outside of the hours above referred to shall be paid at double the straight time rate of pay.

Section 14.07 Straight time holiday pay shall be lost under the following conditions:

Failure to work on a holiday which falls within the employee's normally scheduled work week if not excused.

Section 14.08 On Labor Day no line or construction work will be performed except that which is required to preserve life and property and to maintain service.

ARTICLE XV- SENIORITY-GENERAL-PROMOTIONS-TRANSFERS-LAY-OFFS-RECALL

Section 15.01 GENERAL

(a) New employees shall serve a six months probationary period with the Utility and during such period the Utility shall have the right to discharge for its own reasons, or rehire such employees. Employees who are continued in the service of Utility after said probationary period shall immediately thereafter be credited with six months seniority.

(b) All time off duty due to sickness or injury in excess of three years, shall not be included in computing seniority time.

(c) Employees may claim seniority within the department where they have been continuously employed in a regular position. For bidding purposes an employee may only exercise department seniority in their current department.

All employees shall have a permanent headquarters. An employee's permanent headquarters may be changed as a result of the bid procedure, a reduction in forces, elimination of a headquarters, elimination of a Department or classification within a headquarters, combining a Department or classification within a Service Area, establishment of a new headquarters, technological or reorganization change, or job transfer at employee's request. Headquarter changes resulting from reduction in forces, the elimination of a headquarters, department or classification shall be handled in accordance with Article XV, Section 15.04 (a through e).

When combining headquarters, department or a classification within a Service Area, employees affected will be "slotted" by Departmental Seniority. Headquarter changes resulting from the bid procedure or establishment of a new headquarters shall be handled in accordance with the

provisions of Article XV, Section 15.02 (a through e). Headquarter changes resulting from a job transfer at the employee's request shall be handled in accordance with Article XV, Section 15.03 (a).

Technological or reorganizational changes will be handled in accordance with the provisions of Article V, Section 5.03 (a) and (b).

(d) Seniority of employees in the Substation Construction and Maintenance Department shall apply to the entire department in the Southern Group.

(e) Lineman Handling Orders in outlying towns where there is no line of promotion shall have bid rights in the headquarters town to which he reports.

(f) An employee who quits, or who voluntarily absents himself from service without satisfactory explanation, or who is discharged for cause shall lose all seniority rights.

(g) The Utility, may where there are openings in the Groundman Truck Driver classification announce vacancies for a Journeyman Lineman to drive trucks. It is understood that the duties of those assigned to these jobs are the duties of a Journeyman Lineman and also the normal duties of a Truck Driver. It is agreed that the present Groundman Truck Drivers are to be maintained in their present status except as they may bid other jobs. In the event of a layoff, employees who continue as Groundman Truck Drivers shall not be replaced by employees with less departmental seniority. After this protection has been exhausted, Groundman Truck Drivers may use their seniority in accordance with Article XV, Section 15.04 (c) and (d).

This procedure shall provide that when a Journeyman Lineman (Driver) vacancy occurs all qualified employees at the location where the vacancy exists shall be notified and said qualified employees may express their preference for this assignment in writing to their supervisor. The assignment shall then be made to the employee with the most departmental seniority provided he has sufficient qualifications for the job. When the truck is going to and from the job, and being used to perform its normal functions on the job, the Journeyman Lineman (Driver) who is assigned shall be the driver. This is not to be construed that the Crew Leader or Lineman cannot at times move the truck. If the regular assigned Journeyman Lineman (Driver) is absent from work then another Journeyman Lineman or Groundman Truck Driver shall be assigned to drive the truck during his absence.

For the purpose of equal distribution of overtime the classification of a Journeyman Lineman (Driver) and a Groundman Truck Driver shall be considered the same. Nothing in this agreement is to be construed as preventing the exchange of drivers between trucks at the same location. In the case of a Forestry Truck, the above would apply with the exception that each place the term "Journeyman Lineman" is used, the term "Journeyman Tree Trimmer" would apply.

(h) When considering employees for Apprenticeships, the ability to adapt himself to and learn the new job shall be of utmost importance in considering ability and qualifications. An employee who becomes an Apprentice shall serve a six (6) months probationary period and during this period shall, if in the judgment of the Utility his performance is not satisfactory, be returned to his old job. The Company will require all applicants for apprentice training to pass a physical examination before they will be accepted. Disqualification for failure to pass this physical examination shall have no effect on the employee's present position. The Company will pay for and schedule such physical examinations.

(i) An employee who becomes disabled shall be entitled upon recovery to return to his former position with accumulated seniority provided he is physically qualified to return to work.

(j) In those cases where the employee mentioned in Section 15.01 (i) above is not physically qualified to return to his former position, but is physically qualified to perform other work covered by this agreement, the employee may exercise their seniority under the layoff provision of